

AMOUNT \$ 250  
SUMMONS ISSUED Y-2  
LOCAL RULE 4  
WAIVER FORM         
MCF ISSUED         
BY DPTY. CLK.         
DATE 6-01-05

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

FRANK J. VOTTA  
LYNN E VOTTA

Plaintiffs,

v.

AMERIPATH MORTGAGE CO.  
AND COUNTRYWIDE HOME LOANS  
Defendants.

C.A.

05 cv 11133 WGY

COMPLAINT

MAGISTRATE JUDGE Alexander

INTRODUCTION

1. This action seeks redress against Ameripath Mortgage Corp. ("Ameripath") for violations of the Truth in Lending Act, 15 U.S.C. § 1601 et seq. ("TILA") and implementing Federal Reserve Board Regulation Z, 12 C.F.R. part 226 and it's Massachusetts counterparts, Massachusetts Consumer Credit Cost Disclosure Act, Mass. G.L. ch. 140D and 209 C.M.R. part 32.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over this action under 15 U.S.C. §1640 (TILA), and 28 U.S.C. §§1331 ( general jurisdiction),1332 ( diversity jurisdiction) and 1337 ( interstate commerce) and 1367 ( supplemental jurisdiction). Diversity jurisdiction is applicable as the Plaintiffs are residents of Massachusetts and seek rescission of a \$268,000.00 mortgage obligation held by an out of state corporation that does not have it's principle place of business in Massachusetts.

3. Venue in this District is proper under 28 U.S.C. § 1391(b) and (c) because Defendants

do business in this District. Defendants are therefore deemed to reside in this District under 28 U.S.C. § 1391( c).

### **PARTIES**

4. Plaintiffs Frank J. & Lynn Votta reside at 37 Steeple Chase Circle, Attleboro, MA 02703.

5. Defendant Ameripath is a National corporation with its principle place of business at 6400 Oak Canyon #150, Irvine, CA 92618.

6. Ameripath enters into more than 5 transactions per year in which credit is extended that is secured by the principal residence of a consumer and is used for purposes other than the initial acquisition or construction of the residence.

7. Ameripath is therefore a creditor as defined in TILA and implementing Federal Reserve Board Regulation Z.

8. Ameripath is what is commonly known as a “subprime” lender, targeting persons who have or who believe they have impaired credit.

9. Upon information and belief, Countrywide Home Loans is the present holder of said mortgage and responsible for all claims made against the Defendant, Ameripath.

### **FACTS**

10. On or about June 2, 2004, Plaintiffs obtained a loan from Ameripath, secured by their residence, for the purpose of refinancing a prior mortgage . All of the proceeds of the loan were used for personal, family or household purposes.

11. In connection with the transaction, Plaintiffs Frank J. & Lynn Votta received or signed the following documents:

1. A note in the principal amount of \$268,000.00;
2. A mortgage;
3. A Truth in Lending statement;
4. A notice of right to cancel, attached as Exhibit A; and
5. A HUD-1 Settlement Statement.

12. Because the transaction was secured by Plaintiffs' home, and was not entered into for purposes of the initial acquisition or construction of that home, it was subject to the right to cancel provided by 15 U.S.C. §1635 and 12 C.F.R. §226.23. Section 226.23 provides:

**(a) Consumer's right to rescind.**

**(1) In a credit transaction in which a security interest is or will be retained or acquired in a consumer's principal dwelling, each consumer whose ownership interest is or will be subject to the security interest shall have the right to rescind the transaction, except for transactions described in paragraph (f) of this section.[fn]47**

**(2) To exercise the right to rescind, the consumer shall notify the creditor of the rescission by mail, telegram or other means of written communication. Notice is considered given when mailed, when filed for telegraphic transmission or, if sent by other means, when delivered to the creditor's designated place of business.**

**(3) The consumer may exercise the right to rescind until midnight of the third business day following consummation, delivery of the notice required by paragraph (b) of this section, or delivery of all material disclosures,[fn]48 whichever occurs last. If the required notice or material disclosures are not delivered, the right to rescind shall expire 3 years after consummation, upon transfer of all of the consumer's interest in the property, or upon sale of the property, whichever occurs first. In the case of certain administrative proceedings, the rescission period shall be extended in accordance with section 125(f) of the Act. [15 U.S.C. §1635(f)]**

**(4) When more than one consumer in a transaction has the right to rescind, the exercise of the right by one consumer shall be effective as**

to all consumers.

**(b) Notice of right to rescind.** In a transaction subject to rescission, a creditor shall deliver 2 copies of the notice of the right to rescind to each consumer entitled to rescind. The notice shall be on a separate document that identifies the transaction and shall clearly and conspicuously disclose the following:

**(1) The retention or acquisition of a security interest in the consumer's principal dwelling.**

**(2) The consumer's right to rescind the transaction.**

**(3) How to exercise the right to rescind, with a form for that purpose, designating the address of the creditor's place of business.**

**(4) The effects of rescission, as described in paragraph (d) of this section.**

**(5) The date the rescission period expires. . . .**

**(f) Exempt transactions.** The right to rescind does not apply to the following:

**(1) A residential mortgage transaction [defined in 15 U.S.C. §1602(w) as one where a "security interest is created or retained against the consumer's dwelling to finance the acquisition or initial construction of such dwelling"].**

**(2) A credit plan in which a state agency is a creditor.**

13. The copies of the notice of right to cancel actually delivered to Plaintiffs Frank J. & Lynn Votta were defective in that they did not specify the date of the transaction and the date of the expiration of the rescission period.

14. On or about May 10 and 31<sup>st</sup> 2005 the Plaintiffs exercised their extended right to rescind the loan for violations of TILA. A notice of rescission was sent to both Ameripath and Countrywide Home Loans. Copies of both notices are attached as Exhibits B and C.

15. In a letter dated May 23, 2005, attached as Exhibit D, Ameripath denied the Plaintiffs' request to rescind their mortgage.

### **COUNT I - TRUTH IN LENDING ACT**

16. Plaintiffs incorporate ¶¶ 1-15 as if fully set out herein.

17. By failing to indicate the date by which the right to cancel had to be exercised Ameripath failed to give Plaintiffs clear and conspicuous notice of their right to cancel, in violation of 15 U.S.C. §1635 and 12 C.F.R. § 226.23.

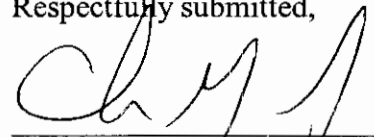
18. 15 U.S.C. § 1635(g) provides that a court may award damages under section 1640 in addition to rescission. Mass .G.L. ch. 140D § 10(g) is identical except for citation.

19. Defendant, Countrywide Home Loans as assignee of the mortgage is subject to rescission by the Plaintiffs pursuant to 15 U.S.C. § 1641(c) and/or the Massachusetts counterparts.

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of Plaintiffs and against Defendants as follows:

1. A declaration that Plaintiffs are entitled to rescind;
2. Rescission of the loan;
3. Statutory damages;
4. Attorney's fees, litigation expenses and costs.
5. Such other relief as the Court deems appropriate.

Respectfully submitted,



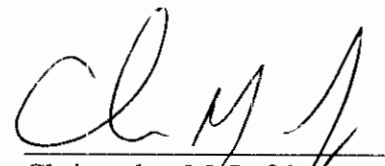
---

Christopher M. Lefebvre

Claude Lefebvre, Christopher Lefebvre P.C.  
P.O. Box 479  
Pawtucket, RI 02862  
(401) 728-6060  
(401) 728-6534 (FAX)  
BBO# 629056

**JURY DEMAND**

Plaintiffs demand trial by jury.



---

Christopher M. Lefebvre

# Exhibit A

## NOTICE OF RIGHT TO CANCEL

Transaction I.D. No.  
Borrowers: FRANK J. VOTTA, LYNNE VOTTA

Loan Number 003948

Property Address: 37 STEEPLE CHASE CIRCLE, ATTLEBORO, MASSACHUSETTS 02703

## YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage, lien or security interest on or in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. the date of the transaction, which is \_\_\_\_\_ or \_\_\_\_\_
2. the date you receive your Truth in Lending disclosures; or
3. the date you receive this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or security interest on or in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

## HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at  
AMERIPATH MORTGAGE CORPORATION  
6400 OAK CANYON #150  
IRVINE, CALIFORNIA 92618

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of JUNE 5, 2004 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

## I WISH TO CANCEL.

\_\_\_\_\_  
Consumer's Signature

\_\_\_\_\_  
Date

ON THE DATE OF THE TRANSACTION LISTED ABOVE I/WE THE UNDERSIGNED EACH RECEIVED TWO (2) COMPLETED COPIES OF THE NOTICE OF RIGHT TO CANCEL IN THE FORM PRESCRIBED BY LAW ADVISING ME/US OF MY/OUR RIGHT TO CANCEL THIS TRANSACTION.

\_\_\_\_\_  
FRANK J. VOTTA

\_\_\_\_\_  
Date

\_\_\_\_\_  
LYNNE VOTTA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Exhibit B

RECEIVED  
FAMILY AND CONSUMER CENTER  
CLAUDE LEBEVRE  
CLAUDE LEBEVRE  
CLAUDE LEBEVRE

May 10, 2004

**CERTIFIED MAIL-RETURN RECEIPT REQUESTED**

Ameripath Mortgage Corporation  
6400 Oak Canyon #150  
Irvine, California 92618

Re: **Notice of Rescission by Frank J. Votta & Lynne Votta, 37 Steeple Chase Circle,  
Attleboro, MA 02703, Loan Number: 003948, Closing Date 6/2/2004.**

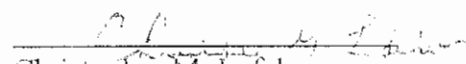
To Whom It May Concern:

I represent Frank & Lynne Votta concerning the mortgage they entered into with Ameripath Mortgage Corporation on June 2, 2004. Please be advised that I have been retained by my clients to rescind that transaction and hereby exercise that right pursuant to the Federal Truth In Lending Act, 15 U.S.C. Section 1635, Regulation Z, Section 226.23 and the Massachusetts counterparts.

The primary basis for the rescission is that Mr. & Mrs. Votta as the joint owners of the property at the time of refinancing, were not provided with a proper notice of their right to cancel the above consumer credit contract, in violation of 15 U.S.C. Section 1635(a), Regulation Z, Section 226.17, Section 226.23 and the Massachusetts counterparts.

The security interest held by Ameripath Mortgage Corporation on Mr. & Mrs. Votta's property located at 37 Steeple Chase Circle, Attleboro, MA is void as of this rescission. Pursuant to Regulation Z and the Massachusetts counterparts, you have twenty days after receipt of this Notice of Rescission to return to my client all monies paid and to take action necessary and appropriate to terminate the security interest.

Frank J. Votta & Lynne Votta  
By their Attorney,

  
Christopher M. Lefebvre  
P. O. Box 479  
Pawtucket, RI 02862

cc: Frank & Lynne Votta

# Exhibit C

WITH THE CONSUMER  
CLAUDE R. LEFEBVRE  
CHRISTOPHER M. LEFEBVRE, P.C.  
ATTORNEYS & COUNSELORS AT LAW

May 31, 2005

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Countrywide Home Loans  
Customer Service  
SVB-314  
P.O. Box 5170  
Simi Valley, CA 93062-5170

**Re: Notice of Rescission by Frank J. Votta & Lynne Votta, 37 Steeple Chase Circle, Attleboro, MA 02703, Loan Number: 003948, Closing Date 6/2/2004.**


To Whom It May Concern:

I represent Frank & Lynne Votta concerning the mortgage they entered into with Ameripath Mortgage Corporation on June 2, 2004. Please be advised that I have been retained by my clients to rescind that transaction and hereby exercise that right pursuant to the Federal Truth In Lending Act, 15 U.S.C. Section 1635, Regulation Z, Section 226.23 and the Massachusetts counterparts.

The primary basis for the rescission is that Mr. & Mrs. Votta as the joint owners of the property at the time of refinance, were not provided with a proper notice of their right to cancel the above consumer credit contract, in violation of 15 U.S.C. Section 1635(a), Regulation Z, Section 226.17, Section 226.23 and the Massachusetts counterparts. Upon information and belief, Countrywide has purchased the loan and therefore is responsible under the assignee provisions of both TILA and the Massachusetts counterparts.

The security interest held by Ameripath Mortgage Corporation and subsequently sold to Countrywide Home Loans on Mr. & Mrs. Votta's property located at 37 Steeple Chase Circle, Attleboro, MA is void as of this rescission. Pursuant to Regulation Z and the Massachusetts counterparts, you have twenty days after receipt of this Notice of Rescission to return to my client all monies paid and to take action necessary and appropriate to terminate the security interest.

Frank J. Votta & Lynne Votta  
By their Attorney,

  
Christopher M. Lefebvre  
P. O. Box 479  
Pawtucket, RI 02862

cc: Frank & Lynne Votta

# Exhibit D

**ALT & ASSOCIATES**

Attorneys at Law

18010 SKYPARK CIRCLE

SUITE 200

IRVINE, CA 92614

**KRISTIN SCHAUB STERGAKOS**

Attorney at Law

TELEPHONE (949) 756-5250

FACSIMILE (949) 756-5270

kristin.stergakos@altandassociates.com

May 23, 2005

Christopher M. Lefebvre, Esq.  
Family and Consumer Law Center  
Two Dexter Street  
PO Box 479  
Pawtucket, RI 02862

VIA: U.S. Mail

**RE: Notice of Rescission by Frank J. Votta & Lynne Votta, 37 Steeple Chase  
Circle, Attleboro, MA 02703, Loan Number: 003948, Closing Date 6/2/2004**

Dear Mr. Lefebvre:


We are writing on behalf of our client, Ameripath Mortgage Corporation, in response to your letter of May 10, 2005.

Please be advised that Ameripath has reviewed its file, and has confirmed that Mr. and Mrs. Votta were provided with proper Notices of Right to Cancel. I have included copies of the executed notices with this letter.

Mr. and Mrs. Votta did not exercise their right to cancel within the rescission period, and this loan was properly disbursed. The rescission period has expired and your clients cannot rescind at this time.

If you have any questions, please contact me.

Very truly yours,

  
Kristin S. Stergakos  
ALT & ASSOCIATES

JS 44 (Rev. 3/99)

**CIVIL COVER SHEET**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

FRANK J VOTTA and LYNNE VOTTA

(b) County of Residence of First Listed Plaintiff  
(EXCEPT IN U.S. PLAINTIFF CASES)

**DEFENDANTS**AMERIPATH MORTGAGE CORP. and  
COUNTRYWIDE HOME LOANS INC

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Christopher M. Lefebvre PC, Two Dexter St., Pawtucket,  
RI 02862 (401) 728-6060

Attorneys (If Known)

**05 11133 WGY****II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Custom or Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input checked="" type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**V. ORIGIN** (PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

15 U.S.C. 1601 et seq To redress against Ameripath for violations of the Truth in Lending Act

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$  
unknown

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_



UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Frank J. Votta, Lynne Votta v. Ameripath Mortgage Corp. and Countrywide Home Loans Inc
2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).
- |          |      |   |  |
|----------|------|---|--|
| —        | I.   | 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.  |  |
| <u>X</u> | II.  | 195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950.               | *Also complete AO 120 or AO 121 for patent, trademark or copyright cases |
| —        | III. | 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891. |  |
| —        | IV.  | 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.                                     |  |
| —        | V.   | 150, 152, 153.  |  |

05c 11133 WGY

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES ☐ NO ☒

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES ☐ NO ☒

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES ☐ NO ☒

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES ☐ NO ☒

7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES ☐ NO ☒

- A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division ☒ Central Division ☐ Western Division ☐

- B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division ☐ Central Division ☐ Western Division ☐

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES ☐ NO ☒

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Christopher M. LefebvreADDRESS PO BOX 479, Pawtucket, RI 02862TELEPHONE NO. (401) 728-6060